

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM397043

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Societe Generale		08/31/2016	Corporation: FRANCE
RECEIVING PARTY DATA			
Name:	Comfort Home Corporation		
Street Address:	4301 Westbank Drive		
Internal Address:	Suite 250A		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78748		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2030071	COMFORTMAX	
Registration Number:	1653227	COMFORT HOME	
Registration Number:	1658520	COMFORT BY DESIGN	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	200 Park Avenue		
Address Line 2:	28th Floor		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	79896.00002		
NAME OF SUBMITTER:	Christine Dionne		
SIGNATURE:	/Christine Dionne/		
DATE SIGNED:	08/31/2016		
Total Attachments: 5			

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RELEASE OF SECURITY INTEREST IN TRADEMARK PROPERTY

This RELEASE OF SECURITY INTEREST IN TRADEMARK PROPERTY (this “Release”), dated as of August 31, 2016 (the “Effective Date”), is made by Société Générale, in its capacity as administrative agent and collateral agent for the Secured Parties (in such capacities, the “Agent”), in favor of Comfort Home Corporation (the “Grantor”).

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of July 12, 2013, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of July 12, 2013 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 22, 2013 at Reel/Frame 5075/0294;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Agent, on behalf of itself and the Secured Parties, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Intellectual Property Collateral, including the trademark registrations and applications set forth Schedule A attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Intellectual Property Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Termination. The Agent, on behalf of itself and the Secured Parties, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

6. Counterparts. This Release may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one contract. Delivery of

an executed counterpart to this Release by facsimile transmission or other electronic transmission (including by “pdf” or “tif”) shall be as effective as delivery of a manually signed original.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**SOCIÉTÉ GÉNÉRALE, acting in its capacity
as Agent for the Secured Parties**

By: Laura Weatherhead

Name:

Laura Weatherhead – Director

Title:

ACKNOWLEDGED AND AGREED:

COMFORT HOME CORPORATION

By: 

Name: David Mehok

Title: Treasurer

Schedule A

Trademark Registrations

Grantor	Mark	Reg. No.	Reg. Date
Comfort Home Corporation	COMFORTMAX	2030071	01/14/97
Comfort Home Corporation	COMFORT HOME	1653227	08/06/91
Comfort Home Corporation	COMFORT BY DESIGN	1658520	09/24/91